

Agreement RoutingSheet

Type of Agreement **AUTOMATED RED LIGHT ENFORCEMENT PROGRAM (NON-FORM APPROVED)**
 Agreement Number **2019ARLE009**
 Party **READING CITY**
 City **READING CITY**
 County **BERKS**
 Form Number **NONE**
 Federal ID Number **236001907**
 Amount **227840**
 SAP Vendor Number **138883**
 Excess Land Number

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PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

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EXECUTION PROCESS	RECEIVED	RETURNED
District Executive or Designee For Signature on and Date Agreement Engineering District	/s/ Douglas M. Tomlinson for 9/23/20	/s/ Douglas M. Tomlinson for 9/23/20
Center for Program Development & Management For Review and Approval Keystone Building, 6 th Floor	Esther Pochakilo	Digitally signed by Esther Pochakilo Date: 2020.11.05 16:17:30 +05'00'
Office of Chief Counsel For Final Approval Commonwealth Keystone Building, 9 th Floor		
Office of General Counsel For Review and Approval Harristown II, 333 Market Street, 17 th Floor		
Office of the Attorney General For Review and Approval Strawberry Square, 15 th Floor		
Office of the Comptroller For Audit and Approval Forum Place, 9 th Floor	<input type="checkbox"/> -APPROVED <input type="checkbox"/> -REJECTED	
Office of Chief Counsel For Date/Final Logging Commonwealth Keystone Building, 9 th Floor		

DISTRIBUTION (1 copy each):

Copy to Contractor

Copy to Comptroller-Submit electronically (no paper copies)

to RA-ContractsCorresp@pa.gov. Include name of party and agreement number in the subject line.

(This address can also be located in the Outlook directory by searching for OB,ContractsCorrespondence)

Original to: Originating Office:

Attention:

Telephone:



CRP CHECK CERTIFICATION FORM

Search Id: 458fa708-48cf-40da-a00c-0ec430e8f38f
Contractor TIN : XXXXX1907
Contractor Name : CITY OF READING
User Performing Check : migrabusni
Result: No Records(s) Found

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

MICHELE GRABUSNIK

Authorizing Signature

8/6/2020 7:19:59 AM

Generated Date

Drafted by
Sponsored by/Referred by
Introduced on
Advertised on

Grants Coordinator
Acting PW Dir
May 11, 2020
N/A

Resolution No. 87 2020

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL FUTURE GRANT-RELATED DOCUMENTS FOR A PENNDOT AUTOMATED RED LIGHT ENFORCEMENT FUNDING PROGRAM GRANT FOR THE DOWNTOWN SIGNAL SYSTEM NETWORK UPGRADE PROJECT.

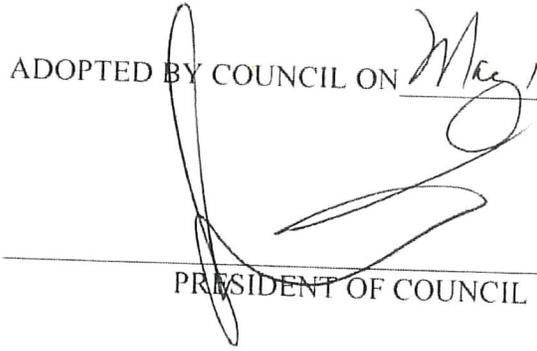
WHEREAS, the City has been awarded a PennDOT Automated Red Light Enforcement Program grant for the Downtown Signal System Network Upgrade Project to fund the completion of a traffic study, retiming of all downtown traffic signals, and a software purchase including installation and training cost to complete the upgrade to the City's downtown signal system network; and

WHEREAS, the City of Reading has been awarded \$227,840.00 of the total project cost of \$284,800.00 through the PennDOT Automated Red Light Enforcement Grant funds; and

WHEREAS, the required local share of funding, \$56,960.00, will be provided by the City of Reading; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING that it agrees to authorize the Mayor to execute the grant agreement and all future grant-related documents for the PennDOT Automated Red Light Enforcement Funding Program Grant for the Downtown Signal System Network Upgrade project.

ADOPTED BY COUNCIL ON May 11, 2020



PRESIDENT OF COUNCIL

ATTEST:



CITY CLERK

EFFECTIVE DATE 11/30/2020
(Department will insert)

COUNTY: Berks
SPONSOR: Reading City

AGREEMENT NO.: 2019ARLE009
SAP VENDOR NO.: 138883
MPMS NO.: 114433

AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT FUNDING
AGREEMENT—INDIVIDUAL PROJECTS

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

the Reading City, of the Commonwealth of Pennsylvania, acting through its proper officials (“SPONSOR”).

BACKGROUND

This Agreement is pursuant to Section 3116(l)(2) of the Vehicle Code, 75 Pa. C.S. 3116(l)(2), relating to automated red light enforcement systems in first class cities. The fines imposed for violation of this section, after deduction of operation and maintenance costs, shall be remitted to the DEPARTMENT for deposit into the Motor License Fund. Section 3116(l)(2) of the Vehicle Code provides further that the DEPARTMENT shall use the fines to develop, by regulation, an Automated Red Light Transportation Enhancements Grant Program (“Program”). The DEPARTMENT regulations setting forth the requirements, criteria and procedures applicable to projects funded through the Program are under 67 Pa. Code Chapter 233. The Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund and is distinct and separate from the federally-funded Transportation Enhancements Program administered by the DEPARTMENT. Local governments, planning organizations and Commonwealth agencies are eligible to serve as sponsors for projects funded through the Program. The projects eligible for funding are those that improve highway safety and mobility and reduce congestion. The DEPARTMENT may or may not fully fund the entire cost of a project approved for participation in the Program. Even though matching funds are not required, the SPONSOR

will be financially responsible for any costs not covered by state funding.

The DEPARTMENT, following review of the SPONSOR's application ("Application"), has selected its project, more fully described below and as further described in its Application, for participation in the Program and has extended an offer of funding to it. The SPONSOR has signified its willingness to participate in the Program in accordance with the terms, conditions and provisions set forth below, by accepting the offer and entering into this Agreement.

The parties, intending to be legally bound, agree as follows:

1. GENERAL PROVISIONS

- (a) **Project Location.** The SPONSOR, subject to the payment procedures set forth in this Agreement, shall participate in the design and construction of the improvements constituting the Project at the following location in accordance with plans, policies, procedures and specifications prepared and/or approved by the DEPARTMENT; the conditions of this Agreement; the regulations promulgated at 67 Pa. Code Chapter 233; and, depending upon the scope of work, the most current version of either DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended* ("Publication 9"), or DEPARTMENT Publication No. 740, *Local Project Delivery Manual* ("Publication 740"), both of which are incorporated into this Agreement by reference as though physically attached to it:

Type of Improvement Safety Improvements - Signal Systems

Location 2nd Street to the west to 11th Street to the east and Greenwich Street to the north to Laurel Street to the south.

- (b) **Scope of Project.** The SPONSOR shall complete the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition, construction and construction inspection, as outlined in this Agreement and its

Application, attached to and made a part of this Agreement as Exhibit A, for each project undertaken ("Project") in accordance with policies, procedures and specifications prepared or approved by the DEPARTMENT and the conditions of this Agreement.

- (c) **Project Flexibility.** The DEPARTMENT intends to allow the SPONSOR as much flexibility as possible in the performance of the Project, consistent with the regulations at 67 Pa. Code Chapter 233, and the DEPARTMENT's standards and criteria. Furthermore, the DEPARTMENT intends to allow the Engineering District as much flexibility as possible in the administration and oversight of the Project, consistent with statute, regulation and policy, including determination of which unit or program area within the Engineering District shall exercise the administrative and oversight functions.
- (d) **Project Cost Estimate.** The DEPARTMENT is awarding, and the SPONSOR is accepting, a grant in the amount of \$227,840. The Project cost estimate, attached to and made a part of this Agreement as Exhibit B, sets forth the phases being reimbursed, the estimated costs and the reimbursement percentages. The SPONSOR is responsible for all project costs exceeding the grant amount.
- (e) **Letter of Adjustment.** If the DEPARTMENT determines that the cost for any phase listed on Exhibit B should be redistributed, and the redistribution does not result in an increase or decrease in total Project costs or any increase in costs to the SPONSOR, the DEPARTMENT will redistribute such costs by sending the SPONSOR notification via a letter of adjustment that will include a revised Exhibit B. The DEPARTMENT cannot pay or reimburse the SPONSOR for the costs of these phases until the Office of Comptroller Operations signs and dates the letter of adjustment. The SPONSOR's signature is not required for the letter of adjustment to be effective. A sample Letter of Adjustment is attached as Exhibit C and made part of this Agreement.
- (f) **Letter of Amendment.** If there are changes to any Standard Provisions, the parties can incorporate those revised and updated Standard Provision by noting the incorporation and

attachment of such Standard Provisions to such letter of amendment. For the purposes of this subsection, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act; Right-to- Know Law; Contractor Integrity; Contractor Responsibility; Commonwealth Nondiscrimination and Sexual Harassment Clause; and Offset Clause. A letter of amendment is not effective until duly authorized representatives of the DEPARTMENT, the SPONSOR, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment. A sample Letter of Amendment is attached as Exhibit D, and made part of this Agreement.

- (g) **Fully Executed Amendment.** All changes to terms and conditions of this Agreement, with the exception of Sections 22 and 29, must be in the form of a fully executed amendment signed by the same entities that executed the original agreement.

2. DESIGN

- (a) **SPONSOR's Responsibility for Design.** The SPONSOR, with its own forces or by contract, shall design the Project. The design shall be in accordance with 67 Pa. Code § 233.10 and such other standards, criteria, policies and procedures as the DEPARTMENT may issue from time to time relating to projects funded by the Program. If the DEPARTMENT is providing Program funding assistance for Project design activities, Exhibit B attached to and made part of this Agreement will so indicate, with the estimated cost and amount of assistance. If not, the SPONSOR shall have sole financial responsibility for all design costs.
- (b) **Conformity to DEPARTMENT Policies.** The SPONSOR shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. This obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or

construction of the Project. At the DEPARTMENT's request, the SPONSOR, prior to advertising and letting the Project, shall furnish the DEPARTMENT with evidence of the approvals and permits, licenses and, where necessary, approved environmental documents.

3. UTILITY, RIGHT-OF-WAY AND PUC MATTERS

If the Project involves utility relocation, right-of-way acquisition or application to the Pennsylvania Public Utility Commission ("PUC"), the SPONSOR shall proceed in accordance with the standards and criteria contained in Publication 740 and any DEPARTMENT policies, publications, manuals or other documents referenced therein or otherwise applicable to these matters.

4. AVAILABILITY OF MUNICIPAL FUNDS

(a) **Availability of SPONSOR's Funds.** The SPONSOR, by executing this Agreement, certifies that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the SPONSOR, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance and shall bear such excess costs. The SPONSOR shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The SPONSOR may use any combination of funds from its own budget and/or outside sources, whether public or private.

(b) **Liquid Fuels Tax Fund Account.** If the DEPARTMENT changes payment procedures to a reimbursement basis, as provided below in Subsections 8(f) and (g), so that the SPONSOR is required to pay its contractors, consultants or suppliers first, or if the SPONSOR for its own reasons chooses to pay contractors, consultants or suppliers first and then seek reimbursement from the DEPARTMENT, the SPONSOR may use moneys from its Liquid Fuels Tax Fund account for the payments, subject to the following conditions:

(i) The activity or item shall be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocations to and

expenditures from the Liquid Fuels Tax Fund account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and

- (ii) Following reimbursement by the DEPARTMENT, the SPONSOR shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide the DEPARTMENT with documentation evidencing the repayment.

5. **CONTRACT DEVELOPMENT**

- (a) **Bid Package.** The SPONSOR, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates (“PS&E”) and bid proposal documents required to bid the Project. Exhibit E, attached to and made a part of this Agreement, lists the documents that may be required for the bid proposal. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of Publication 9.
- (b) **Method of Letting and Award.** The SPONSOR, upon completion, shall submit all required bid documents to the DEPARTMENT for review and approval. The DEPARTMENT shall prepare the bid proposal documents required to bid the Project. However, where the SPONSOR is allowed to handle bidding and award itself, as provided in Section 6, the SPONSOR shall be responsible for preparing all bid proposal documents and submitting them to the DEPARTMENT for review and approval. The DEPARTMENT then shall issue an authorization to advertise for bids, upon:
 - (i) Approval of a right-of-way certification (if applicable);
 - (ii) Approval of a Utility Clearance Assurance Statement (if applicable);
 - (iii) Completion of the PS&E review; and
 - (iv) Satisfactory resolution of any comments.
- (c) **Addenda.** The DEPARTMENT, prior to issuance to prospective bidders, must review and

approve any addenda to the approved bid documents.

- (d) **Prequalification.** All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders*, and that the contractor use only DEPARTMENT-certified materials.
- (e) **Additional Insured.** All bid documents shall require that the prospective bidders name the SPONSOR as an additional insured on the certificate of insurance.

6. LETTING AND AWARD

- (a) **Bidding and Award Responsibilities.** If the SPONSOR has in place procedures that the DEPARTMENT has previously approved, allowing the SPONSOR to handle the bidding and award itself, the SPONSOR shall advertise for bids, open bids and award the construction contract in its own name, in accordance with applicable state laws and requirements. Otherwise, the DEPARTMENT shall advertise for bids, open bids and award the construction contract in the name of the SPONSOR, in accordance with the same state laws and requirements. In either case, the SPONSOR shall execute the contract and issue the notice to proceed.
- (b) **ECMS.** At the SPONSOR's option and subject to the approval of the Engineering District, the SPONSOR may request that the DEPARTMENT bid the Project on the SPONSOR's behalf electronically through the Engineering and Construction Management System ("ECMS"). In that case, after ECMS has been populated with all required bid documents, the DEPARTMENT shall advertise for bids, open bids and with the concurrence of the SPONSOR (which will indicate its concurrence electronically) award the construction contract in the name of the SPONSOR, all in accordance with DEPARTMENT Publication 740. The SPONSOR shall enter into and execute the contract with the successful bidder electronically through ECMS. Following coordination with the SPONSOR, the DEPARTMENT shall issue the notice to proceed through ECMS to the contractor.
- (c) **Business Partner.** If the SPONSOR has not already executed a Business Partner

Agreement and registered with the DEPARTMENT as a business partner in order to access ECMS, the SPONSOR must execute a Business Partner Agreement with the DEPARTMENT in order to obtain such access prior to the Project's being advertised.

7. CONSTRUCTION INSPECTION

- (a) **Inspection Responsibilities.** The SPONSOR, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT Publication No. 408, *Specifications*, and its amendments and supplements. The SPONSOR shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of Publication 9. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication 740, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the SPONSOR's inspectors. Normally at least one full-time inspector is required for each project. The DEPARTMENT will oversee the Project but will not provide these inspection services, except for inspection of work performed on state highways, which the DEPARTMENT will conduct with its own forces or by contract.
- (b) **DEPARTMENT's Right to Inspection.** In addition to the inspection services that the SPONSOR shall provide pursuant to subsection (a) above, the DEPARTMENT, another agency of the Commonwealth, or both, or a person designated or authorized by the DEPARTMENT shall have the absolute right to conduct, without notice, inspections related to the Project in accordance with 67 Pa. Code § 233.12, relating to inspections. Furthermore, the DEPARTMENT shall have right to conduct additional Project-related inspections and testing as otherwise provided in the regulations.

8. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) **Payment.** Subject to the terms set forth in this Agreement and the requirements of 67 Pa.

Code § 233.13, relating to payment procedures and in conformance with the policies adopted by the DEPARTMENT, the DEPARTMENT, from funds allocated by the General Assembly for the Program, shall make payment to the SPONSOR for the allowable construction costs of the Project. Exhibit B sets forth the activities or phases being reimbursed, their estimated costs and the amount of financial assistance being provided under the Program. As provided in 67 Pa. Code § 233.9(c), relating to grant conditions, the assistance provided may or may not fully fund the entire construction costs of the Project.

- (b) **Payment Requests.** The SPONSOR shall submit to the DEPARTMENT payment requests for the following items:
- (i) Allowable costs for work performed by the SPONSOR's forces on the Project;
 - (ii) Work performed on the Project by the SPONSOR's contractor(s) or consultant(s);
 - (iii) Materials, supplies and equipment provided for the Project by vendors; and
 - (iv) Allowable costs incurred in the acquisition of right-of-way, utility relocations or both, if the Project involves these activities and Program funding assistance is being made available for them.
- (c) **Invoice Documentation.** Payment requests shall be limited to monthly submissions and shall include actual cost documentation, consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs, satisfactory to the DEPARTMENT.
- (d) **Consultant and Vendor Invoices.** The SPONSOR is obligated to submit to the DEPARTMENT invoices from its contractor(s) and vendor(s) as it receives them, in accordance with the submission schedule set forth above, to assure prompt payment of the contractor(s) and vendor(s) for work performed and materials supplied to date.
- (e) **DEPARTMENT's Share of Project Costs.** Following review and approval of the

payment request, the DEPARTMENT shall pay the SPONSOR for the DEPARTMENT's share of allowable Project costs.

- (f) **SPONSOR's Share of Project Costs.** The SPONSOR shall pay the DEPARTMENT's share and, to the extent that the DEPARTMENT is not fully funding the entire costs of either the Project itself or a particular phase thereof, the SPONSOR's share of these costs to its contractor(s) and vendor(s) within thirty (30) calendar days from receipt of the DEPARTMENT's payment; provided, however, that the final ten percent (10%) of the total payment shall not be paid by the SPONSOR until final inspection and approval of the Project. The SPONSOR, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. Failure to comply with this subsection or the requirements of Subsection (d) above relating to submission of invoices, shall constitute a default, and the DEPARTMENT shall have the right to change payment procedures unilaterally to a reimbursement basis. If the SPONSOR is a political subdivision, the DEPARTMENT shall have the additional right to invoke Section 13 below, relating to withholding of Liquid Fuels Funds.
- (g) **Reimbursement.** If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in Subsection (f) above, or if the SPONSOR for its own reasons proceeds on a reimbursement basis, the following procedures shall apply:
- (i) The SPONSOR shall submit to the DEPARTMENT not more frequently than once per month its requests for reimbursement.
 - (ii) These requests shall include by way of supporting documentation verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s), contractor(s) or vendor(s) acknowledging payment.
 - (iii) After reviewing the verification concerning payment of the consultant(s), contractor(s) or vendor(s) and material certifications and determining the payment requests to be satisfactory, the DEPARTMENT shall approve them for payment.

- (iv) Upon approval of the requests, the DEPARTMENT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, project number, amount paid by the SPONSOR and state participation amount, together with a copy of the supporting documentation. The Office of Comptroller Operations will process these requests for payment of the state-funded portion.
- (v) As Program funds are made available, the DEPARTMENT shall reimburse the SPONSOR for the approved charges, up to the amount of state participation.
- (h) **Excess Costs.** The SPONSOR shall be responsible for all costs not paid for or reimbursed by the DEPARTMENT with Program funds, including, but not limited to the following:
 - (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
 - (ii) Time delays and extensions of time or termination of construction work;
 - (iii) Interest for late payments;
 - (iv) Interest incurred by borrowing money;
 - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;
 - (vi) Unforeseen utility relocation costs;
 - (vii) Unforeseen costs for environmental litigation and reports; and
 - (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and

construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

This provision shall not preclude the SPONSOR from modifying the scope of the Project, with the approval of the DEPARTMENT, in the event that the costs exceed the available funds.

- (i) **Additional or Extra Work.** The DEPARTMENT shall not reimburse the SPONSOR for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the SPONSOR performs any work or furnishes any materials without the DEPARTMENT's prior written approval, the SPONSOR does so at its own risk, cost and expense. The SPONSOR shall not interpret the DEPARTMENT's approval as authority to increase the maximum amount of state assistance in Subsection (b) above.
- (j) **DEPARTMENT-Incurred Costs.** The SPONSOR shall be responsible for payment of inspection costs incurred by the DEPARTMENT for work on state highways. If the Project includes these inspection costs, they appear as estimates on Exhibit B. The DEPARTMENT shall invoice the SPONSOR for the inspection costs on a monthly basis. Failure by the SPONSOR to reimburse the DEPARTMENT within thirty (30) days of receipt of the DEPARTMENT's invoice shall cause the SPONSOR to be in default of payment. In the event of such default, the DEPARTMENT may, in its sole discretion, consider the Project to be terminated, whereupon the SPONSOR shall be obligated to reimburse all DEPARTMENT funds in accordance with Section 10 below.
- (k) **Final Invoice.** The SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in Subsection (b) above to the DEPARTMENT within three (3) months of the acceptance of the Project. If the SPONSOR fails to submit its final invoices within this three- (3-) month period, it may forfeit all remaining state financial participation in the Project.

9. RECORDS AND AUDIT REQUIREMENTS

The SPONSOR shall comply with the recordkeeping and audit requirements prescribed by 67 Pa. Code § 233.11 and shall allow the DEPARTMENT or any other authorized representatives of the Commonwealth access to its books, documents, papers and records pertinent to this Project for purposes of audit and examination during the Project construction period and thereafter for the period specified by the regulation. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the SPONSOR shall keep, and shall require its contractor(s), to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The SPONSOR shall include in any contract into which it enters with respect to the Project a clause allowing the DEPARTMENT or any other authorized representatives of the Commonwealth access to the records of the SPONSOR's contractor or vendor for purposes of accounting and audit.

10. ABANDONMENT OR POSTPONEMENT OF PROJECT

If the SPONSOR abandons or indefinitely postpones the Project, it may terminate this Agreement by sending the DEPARTMENT a thirty- (30-) day written notice of termination, with the understanding that, since the DEPARTMENT will not participate in any costs of a Project that is not completed and since the DEPARTMENT must be reimbursed for all costs incurred by it for the Project, the SPONSOR must reimburse the DEPARTMENT accordingly. Furthermore, the DEPARTMENT itself may consider the Project to be abandoned because of lack of activity on the Project by the SPONSOR or failure to pay its contractor(s) or consultant(s). In either case, the SPONSOR shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of (i) all state funds received by the SPONSOR for redeposit into Appropriation 244 of the Motor License Fund and (ii) all costs incurred by the DEPARTMENT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the SPONSOR.

II. MAINTENANCE AND OPERATION OF IMPROVEMENTS

A. **Maintenance and Operation Requirements.** For improvements situated within local roads and rights-of-way, the following requirements apply:

(a) **SPONSOR's Responsibilities.** The SPONSOR, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement. The SPONSOR shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The SPONSOR certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:

- (i) Periodic inspections;
- (ii) Functional review of traffic operations;
- (iii) Appropriate preventative maintenance, which shall include, where applicable, cleaning, lubricating and refurbishing of electrical equipment;
- (iv) A systematic record-keeping system; and
- (v) A means to handle the notification and implementation of emergency repairs.

As part of this required maintenance program, the SPONSOR shall establish or maintain, if it is not doing so already, a functional traffic engineering unit in conformity to Exhibit F, attached to and made a part of this Agreement.

(b) **No Exemption from Compliance.** The existence of functioning maintenance and operation services shall not exempt the SPONSOR from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.

- (c) **Enforcement of Statutes, Regulations or Ordinances.** The SPONSOR and the DEPARTMENT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The parties further agree that the enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law of 1945, as amended, as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes.
- (d) **Failure to Maintain.** The SPONSOR acknowledges that the DEPARTMENT may disqualify the SPONSOR from future state participation on SPONSOR-maintained projects if the SPONSOR fails to:
- (i) Provide for the proper maintenance and operation of the completed improvements; or
 - (ii) Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.
- (e) **Withholding State Funds.** The SPONSOR agrees that the DEPARTMENT shall withhold state funds until one or both of the following (as applicable) have taken place:
- (i) The SPONSOR has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.
 - (ii) The SPONSOR has brought the traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the DEPARTMENT.
- (f) **Reimbursement from Railroad or Other Party.** This Agreement is without prejudice to the right of the SPONSOR to receive reimbursement for maintenance costs from any railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-

highway crossing bridge is under the jurisdiction of the PUC.

- B. **Improvements Situated Within DEPARTMENT Roads and Right-of-Way.** For improvements situated within DEPARTMENT roads and rights-of-way, the DEPARTMENT, as the entity exercising authority and jurisdiction over those roads and rights-of-way, shall operate and maintain all of the completed improvements financed with Program funds as part of the state highway system, consistent with the requirements of the Vehicle Code, as amended; the State Highway Law of 1945, as amended; and Commonwealth regulations; provided, however, that the following requirements shall apply to the following specific types of improvements:
- (a) **Signalization.** If there is any signalization, it shall be operated by the SPONSOR, pursuant to a separate traffic signal maintenance agreement between the DEPARTMENT and the SPONSOR and a traffic signal permit issued by the DEPARTMENT to the SPONSOR. If there are official traffic-control devices other than signalization, the SPONSOR shall operate them in accordance with the approvals or authorizations issued by the DEPARTMENT to the SPONSOR.
 - (b) **Curbing, Sidewalk, and Other Improvements.** Maintenance responsibility for curbing, sidewalks and other improvements situated beyond the curb face or curb lines shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.
 - (c) **Drainage Improvements.** Maintenance responsibility for drainage improvements shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.
 - (d) **Crosswalks.** The SPONSOR shall be responsible for maintenance of crosswalks. In addition, the SPONSOR shall be responsible for maintenance of the DEPARTMENT's roadway on either side of the crosswalk for such distance as the DEPARTMENT shall prescribe.

12. SAVE HARMLESS

The SPONSOR shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

13. WITHHOLDING OF LIQUID FUELS FUNDS (POLITICAL SUBDIVISIONS ONLY)

If the SPONSOR is a political subdivision and it fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the SPONSOR authorizes the DEPARTMENT to withhold so much of the SPONSOR's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the SPONSOR authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

14. REQUIRED CONTRACT PROVISIONS

The parties agree, and the SPONSOR shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity,

nondiscrimination, antisolicitation, information and reporting provisions. The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit G and made a part of this Agreement. As used in this clause, the term "Contractor" means the SPONSOR.

15. CONTRACTOR INTEGRITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit H and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

16. OFFSET PROVISION

The SPONSOR agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the SPONSOR or its subsidiaries to the Commonwealth against any payments due the SPONSOR under any contract with the Commonwealth.

17. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary state funds allocated for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT's written notice of termination to the SPONSOR specifying the reason for termination. The DEPARTMENT shall reimburse the SPONSOR for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination shall specify.

18. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Provisions Concerning the Americans with Disabilities Act*, which are attached as Exhibit I and made a part of this Agreement. As used in these provisions, the term "Contractor" means

the SPONSOR.

19. CONTRACTOR RESPONSIBILITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit J and made a part of this Agreement. As used in these provisions, the term “Contractor” means the SPONSOR.

20. AUTOMATED CLEARING HOUSE PROVISIONS

Because the DEPARTMENT will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the SPONSOR shall comply with the following provisions governing payments through ACH:

- (a) **Enrollment in ACH.** The DEPARTMENT will make payments to the SPONSOR through ACH. Within ten (10) days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH information on an ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH- EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired, to the Commonwealth of Pennsylvania’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
- (b) **Invoice Number.** The SPONSOR must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the SPONSOR to properly apply the state agency’s payment to the respective invoice or program.
- (c) **Accuracy of Information.** It is the responsibility of the SPONSOR to ensure that the ACH information contained in the Commonwealth’s central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the SPONSOR shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit K and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the SPONSOR.

22. COMPLETION OF WORK

The SPONSOR shall complete all physical work under this Agreement no later than three (3) years from the effective date shown on Page 1, unless extended by a letter at the DEPARTMENT’s discretion. The SPONSOR shall submit its final invoices to the DEPARTMENT within three (3) months of the DEPARTMENT’s acceptance of the Project, as provided above in Subsection 8(k).

23. APPLICABLE LAW

The Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The SPONSOR consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The SPONSOR agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

24. NO WAIVER

Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

25. SEVERABILITY

The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

26. INDEPENDENCE OF THE PARTIES

The parties understand by and between themselves that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the SPONSOR and the DEPARTMENT, or as constituting the DEPARTMENT as the representative or general agent of the SPONSOR for any purpose whatsoever.

27. NO THIRD PARTY BENEFICIARY RIGHTS

The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

28. ASSIGNMENT

This Agreement may not be assigned by the SPONSOR, either in whole or in part, without the written consent of the DEPARTMENT.

29. NOTICES

All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided below, either by regular mail, e-mail or delivery in person, at the following addresses:

If to DEPARTMENT:

Steve Gault, P.E., PTOE
Statewide Traffic Signal Operations Engineer
400 North Street
Harrisburg, PA 17120-0064
sgault@pa.gov
Tel 717 787 6988

If to SPONSOR:

Cindy DeGroot
Grants Coordinator
Reading City
815 Washington Street
Reading, PA 19601
cindy.degroot@readingpa.gov
Tel 610 655 6076

or to such other person or address as the parties may provide to each other in writing.

30. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

31. TITLES NOT CONTROLLING

Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

32. INTEGRATION AND MERGER

This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

33. EFFECTIVE DATE OF AGREEMENT

This Agreement and the authorizations granted in it shall not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

[Remainder of page left blank intentionally]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST: ←

→ SPONSOR*

Mayor Ed H. ...
Title: _____ Date: 6/3/2020

[Signature]
BY City Clerk
Title: _____ Date: 6/3/2020

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY /s/ Douglas M. Tomlinson for 9/23/20
District Executive Date

APPROVED AS TO LEGALITY
AND FORM:

BY [Signature] 11/6/2020
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO.: M162190000
AMOUNT: \$227,840

BY Pamela J. Cross Digitally signed by pcross@pa.gov
DN: cn=pcross@pa.gov Date: 2020.11.12 12:31:26 -05'00'
Deputy General Counsel Date

BY Karen Leavitt Digitally signed by Karen Leavitt
Date: 2020.11.30 11:30:42 -05'00'
for Comptroller Operations Date

BY [Signature] Digitally signed by David E. Stover
DN: cn=David E. Stover, o=Office of Attorney General, ou=Legal Review Section, email=dstover@attorneygeneral.gov, c=US
Date: 2020.11.30 10:57:42 -05'00'
Deputy Attorney General Date

Contract No. 2019ARLE009 is split 0%, expenditure amount of \$0 for federal funds and 100%, expenditure amount of \$227,840 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP fund is Red Light Photo Enforcement Program; 6024400003.

***SPONSOR's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

**2019 Automated Red Light Enforcement
(ARLE) Grant Program Application**



Reading City (ARLE-2019-06301-1867)

District / County 05 - Berks County

Project Title Downtown Traffic Signal Network Optimization Project

Applicant Contact Information

First Name

Cindy

Last Name

DeGroot

Title

Grants Coordinator

Street Address

815 Washington Street

City

Reading

Zip Code

19601

Phone Number

610-655-6076

Alternative Phone Number

E-mail Address

cindy.degroot@readingpa.gov

Project Summary

Project Title

Downtown Traffic Signal Network Optimization Project

Project Type

Safety Improvements - Signal Systems

Description of Proposed Project

The proposed project will complete a study of the Reading downtown signal system network that currently coordinates traffic signals throughout the area that will identify issues that need to be addressed effectively for the safest signal operations. The project will also include software purchase installation and training costs to support the studies findings.

Is this a multi municipality application?

Location

Location Description

Reading City (ARLE-2019-06301-1867)



The location is the Reading downtown area. The street locations are 2nd Street to the west to 11th Street to the east and Greenwich Street to the north to Laurel Street to the south.

The Reading downtown traffic signal network is made up of 5 signal systems:

I06-005-1

I06-005-2

I06-005-3

I06-005-4

I06-005-5

This project includes all 5 downtown signal systems in the project. The network and the 51 traffic signals within the network are shown on the attached PennDOT traffic signal location maps (2 maps).

Does this project involve traffic signals?

Reading City (ARLE-2019-06301-1867)



Pennshare ID	Permit No	Municipality	MajorStreet	MinorStreet	Corridor
15016	06-301-082	Reading City	THIRD ST	GREENWICH ST	Local Highway
15018	06-301-089	Reading City	ELEVENTH ST	SPRUCE ST	Local Highway
15037	06-301-181	Reading City	SR 18/3	GREEN ST	Critical
161	06-301-138	Reading City	SR 2003	Pine St	Critical
25	06-301-026	Reading City	SR 2008	10th St	Designate
153	06-301-121	Reading City	SR 2004	11th St	Designate
171	06-301-049	Reading City	SR 2010	10th St	Critical
179	06-301-162	Reading City	SR 2005	Court St	Critical
183	06-301-062	Reading City	SR 2012	6th St	Designate
187	06-301-112	Reading City	SR 2012	2nd St	Designate
1235	06-301-166	Reading City	SR 2011	11th St	Critical
169	06-301-045	Reading City	SR 2012	10th St	Designate
1248	06-301-048	Reading City	SR 2014	11th St	Critical
15036	06-301-173	Reading City	GREENWICH ST/OLEY ST	RAILROAD ST	Local Highway
15003	06-301-015	Reading City	Chestnut Street	Third Street	Local Highway
15022	06-301-100	Reading City	SIXTH ST	BUTTONWOOD ST	Local Highway
1243	06-301-077	Reading City	SR 183	Greenwich St	Critical
1245	06-301-141	Reading City	SR 2009	Buttonwood St	Designate
168	06-301-044	Reading City	SR 2003	Elm St	Designate
1238	06-301-025	Reading City	SR 2014	12th St	Critical
164	06-301-038	Reading City	SR 2007	Penn St	Designate
186	06-301-084	Reading City	SR 2006	Penn St	
1249	06-301-047	Reading City	SR 2014	10th St	Critical
1250	06-301-050	Reading City	SR 183	Buttonwood St	Critical
149	06-301-075	Reading City	SR 2010	2nd St	Critical
151	06-301-118	Reading City	SR 2003	Penn St	Critical
177	06-301-158	Reading City	SR 2005	Laurel St	Critical
175	06-301-054	Reading City	SR 2005	Buttonwood St	Critical
23	06-301-019	Reading City	SR 2012	8th Ave	Designate
178	06-301-161	Reading City	SR 2003	Court St	Critical

Reading City (ARLE-2019-06301-1867)



180	06-301-164	Reading City	SR 2005	Cherry St	Critical
144	06-301-043	Reading City	SR 2005	Elm St	Critical
170	06-301-046	Reading City	SR 2010	6th St	Critical
24	06-301-020	Reading City	SR 2010	8th St	Critical
26	06-301-027	Reading City	SR 2003	Buttonwood St	Designate
143	06-301-010	Reading City	SR 2008	8th st	Designate
152	06-301-119	Reading City	5th St	Penn St	Critical
184	06-301-067	Reading City	SR 2005	Greenwich St	Critical
20	06-301-007	Reading City	SR 2008	6th St	Designate
158	06-301-129	Reading City	SR 2006	6th St	Designate
181	06-301-060	Reading City	SR 2005	Spruce St	Critical
182	06-301-061	Reading City	Greenwich St	SR 2003	Critical
1256	06-301-090	Reading City	SR 2007	Buttonwood St	Designate
15005	06-301-042	Reading City	Penn Street	Eighth Street	Local Highway
15033	06-301-163	Reading City	SIXTH ST	COURT ST	Local Highway
15034	06-301-165	Reading City	SIXTH ST	CHERRY ST	Local Highway
15029	06-301-139	Reading City	BUTTONWOOD ST	THIRD ST	Local Highway
15011	06-301-068	Reading City	Laurel Street	Sixth Street	Local Highway
15028	06-301-120	Reading City	PENN ST	SIXTH ST	Local Highway
15009	06-301-063	Reading City	Penn Street	Tenth Street	Local Highway
15020	06-301-095	Reading City	TENTH ST	BUTTONWOOD ST	Local Highway
15008	06-301-058	Reading City	Sixth Street	Greenwich Street/ Oley Street	Local Highway
15025	06-301-107	Reading City	SIXTH ST	SPRUCE ST	Local Highway
15007	06-301-057	Reading City	Penn Street	Third Street	Local Highway

Project Location Map Attachments

85852-Reading TSignal Networks-DowntownNorth.pdf

85853-Reading TSignal Networks-Downtown.pdf

Project Justification

Description of Existing Problem(s) to be Addressed:

Existing network has been operating for decades on its current signal timing program without being evaluated for safety. Upgrading and adjusting the system is necessary to reduce congestion and improve safety. Crash report analysis has indicated safety improvements are required and could be alleviated by upgrading the network signal system.

PennDOT completed the SR2005 (Penn Street Corridor Safety Improvement Project) in 2017. The PennDOT funded project allowed needed safety upgrades to be made along the Fifth Street Corridor. The City of Reading has been in Act 47 since 2009. The City counts on outside grant funding to complete needed projects. Without grant funding the City will not be able to address the needed safety issues within the existing signal system.

Description of the Anticipated Benefits:

Safety, congestion reduction, modernization, energy efficiency, reduction of long-term operation and maintenance, etc.

The completion of the project will include a reduction in congestion, fewer crashes due to better traffic flow, better system management, and safer pedestrian flow.

How does this Impact the Region:

Describe the Consistency with any Regional (MPO/RPO), County, Local Plans, Official Maps, etc.

Yes, the proposed project complies with the local MPO planning.
 Consistency with Reading MPO Long Range Transportation Plan

The proposed project to optimize the current traffic signal system in the City of Reading is consistent with the following Goals and Performance Measures as included in the 2018 Reading MPO Long Range Transportation Plan:

GOAL #1 – Maintenance: Maintain and improve the transportation system and services we enjoy today where financially feasible.

Strategic Performance Measure #3 – Improve Level of Service (LOS) on congested corridors and intersections from the 2016 Berks County Congestion Management Process (CMP) report with positive progress towards removing congested corridors with intersection and corridor specific programming and projects.

The Reading signal system proposed to be optimized contains several corridors targeted in the CMP report including: US 222 Business, US 422 Business, SR 61 (Centre Avenue) and SR 183. The proposal to optimize the existing system provides a fiscally responsible opportunity to improve the LOS on both the targeted corridors as well as the balance of the City's urban core.

Goal #3 – Economic Development: Invest in projects that strengthen the ability of Berks County commerce to access national and international trade markets, and support regional economic development and tourism opportunities.

Strategic Performance Measure #2 – Improve LOS on congested corridors and intersections from the 2016 Berks County CMP report that are on the freight network.

While none of the City's urban core routes are specifically included in the identified freight network, the primary routes (US 222 Business and US 422 Business) provide access between City freight and commercial generators and that system. Additionally, the urban core routes provide access to Reading's numerous tourist and cultural sites. Enhancing access to these facilities increases their viability to the City, region and state.

Goal #5 – Environmental Sustainability – Enhance the performance of the County transportation system in environmentally sustainable ways that increase resiliency to both climate change and vulnerability to natural disaster.

Strategic Performance Measure #1 – Maintain the county's attainment status for both ozone and fine particulates (PM 2.5).

Optimization of the urban core signal system will reduce traffic congestion and related emissions. The CMP

report identifies this area as the highest concentration of congestion within the county. Additionally, the urban core has the highest concentration of transit service as provided by the South Central Transit Authority / BARTA. Their principal transportation center is located in the heart of the City at 8th and Cherry Streets. Optimizing the signal system enhances their ability to provide efficient services while increasing ridership and further reducing congestion.

Describe Current and Past Maintenance and Operations Plan:

The City of Reading will maintain the proposed upgrades by following the City of Reading Public Works Department Traffic Signal Operation and Maintenance Policy (6/19). The policy addresses PennDOT guided, in-house daily and monitoring, and residential participation operations and maintenance procedures. The current Policy is attached.

Maintenance and Operation Plan Attachments

85871-Reading O_M__TSignals.062519.pdf

Explain how the project is innovative in improving safety and mobility:

The proposed project is innovative as it will provide direct feedback of the operation of the traffic signal network in real time monitoring of the system. Delays and safety concerns during the downtime will be reduced.

Explain how the project is cost affective:

The completion of the proposed project will allow the monitoring of the system from a single point which would require less hours of field inspection of the system and also Include the ability to better manage the system at multiple monitoring points.

Explain the proposed project schedule:

The Downtown Traffic Signal Network Optimization Project began its initial planning stage early in 2018. The City continued with obtaining preliminary design costs and funding options. Upon the award of the grant the City will start the process of obtaining an engineering firm the City's competitive procurement process. The City retained firm will complete the study and implement the findings. Purchased software will be installed and training provided. Coordination will be made with PennDOT. Please see the attached Project Schedule timeline.

Project Schedule Attachments

85899-ARLE_Downtown Network Op_Schedule.pdf

Project Funding

Project Budget

Activity	Requested Amount	Matched Amount
PreliminaryEn gineering	\$0.00	\$0.00
Final Budget Cost	\$227,840.00	\$56,960.00
Utilities Cost	\$0.00	\$0.00
Right-of-WayCosts	\$0.00	\$0.00
Construction Cost	\$0.00	\$0.00
Miscellaneous Services	\$0.00	\$0.00
Total	\$227,840.00	\$56,960.00

Total Project Cost	\$284,800.00
Matched Percentage	20.00 %

Matched Funding Sources

- None
- Monetary
- In-KindServices
- Other

Cost Estimate Attachments

85973-ARLE_Downtown Network Optim Cost Estimate.pdf

Supporting Documents

None

Terms & Conditions

- This is a grant program that utilizes invoicing and reimbursement with no initial money up front.
- Failure to comply with any and all of these requirements may result in the disapproval or termination of a previously approved project and if the project is already underway, we will be obligated to refund all funding disbursed on the project date.
- Applicant is responsible for advancing the project, not PennDOT. However, PennDOT is available to assist with these processes.
- All of the individuals and entities listed on the application are aware that they are being included in the project listed on the application and agree to their assigned roles, as required.
- We agree to enter into an agreement prepared by PennDOT that, among other things, sets forth the terms and conditions governing the performance of the project, inspection of the work, disbursement of funding, recordkeeping and auditing requirements, and our financial obligations as sponsor and provides for maintenance of the competed project improvements.
- We certify that the affirmations contained in this application are true and correct to the best of the applicant's knowledge, information and belief, and that this verification is made subject to the penalties of 16 PA C.S.4904, relating to unsworn falsification to authorities.

I agree to these Terms & Conditions as the applicant

Application Submitted Date 6/28/2019 8:58:10AM

PROJECT ESTIMATED COSTS

	SPONSOR- Incurred Costs	Commonwealth- Incurred Costs	Phase Totals
Preliminary			
Engineering	\$	\$	\$
Final Design	\$ 284,800.00	\$	\$ 284,800.00
Utilities	\$	\$	\$
Right-of-Way	\$	\$	\$
Construction	\$	\$	\$
SUBTOTALS	\$ 284,800.00	\$	\$ 284,800

COST SHARING (SPONSOR-Incurred Costs)

	State (80%)	SPONSOR (20%)	Phase Subtotals
Preliminary			
Engineering	\$	\$	\$
Final Design	\$ 227,840.00	\$ 56,960.00	\$ 284,800.00
Utilities	\$	\$	\$
Right-of-Way	\$	\$	\$
Construction	\$	\$	\$
TOTALS	\$ 227,840.00	\$ 56,960.00	\$ 284,800.00

COST SHARING (Commonwealth-Incurred Cost)

	State (0%)	SPONSOR (0%)	Phase Subtotals
Preliminary			
Engineering	\$	\$	\$
Final Design	\$	\$	\$
Utilities	\$	\$	\$
Right-of-Way	\$	\$	\$
Construction	\$	\$	\$
TOTALS	\$	\$	\$

	<u>TOTAL COST</u>		
	State	SPONSOR	Total
	(227,840.00)	(\$56,960.00)	(\$ 284,800.00)

COUNTY: Berks

SPONSOR: Reading City

PROJECT NAME: Downtown Traffic Signal Network Optimization Project

Project Agreement. No.: 2019ARLE009

LETTER OF ADJUSTMENT

Click or tap here to enter text.
Click or tap here to enter text. PA Click or tap here to enter text

Re: Click or tap here to enter text
Click or tap here to enter text

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department will redistribute the costs in the current Estimated Project Cost Exhibit, with no change in the total Project costs, by increasing/decreasing the costs of the phases within the project as shown below and as further detailed in the attached Exhibit "Click or tap here to enter text", which replaces the current exhibit.

	Current Total Phase Costs	New Total Phase Costs
Preliminary Engineering	Click or tap here to enter text.	Click or tap here to enter text.
Final Design	Click or tap here to enter text.	Click or tap here to enter text.
Utilities	Click or tap here to enter text.	Click or tap here to enter text.
Right-of-Way	Click or tap here to enter text.	Click or tap here to enter text.
Construction	Click or tap here to enter text.	Click or tap here to enter text.
TOTAL PROJECT COST	Click or tap here to enter text.	Click or tap here to enter text.

All terms and conditions about the agreement and its amendments (if any) not affected by this letter of adjustment remain in full force and effect.

If you have any concerns about the redistribution of costs, please contact us within ten (10) days of this notice; otherwise, the redistribution will be processed as detailed above.

This letter of adjustment is not effective until the Office of Comptroller Operations signs and dates this letter of adjustment. The Department will forward a copy of the fully executed letter of adjustment for your files.

Sincerely,

Project Manager

BY _____
(Asst.) District Executive Date

Comptroller Signature Date

Reimbursement Amendment No. Click or tap here to enter text is split Click or tap here to enter text, expenditure amount of Click or tap here to enter text for federal funds and Click or tap here to enter text, expenditure amount of Click or tap here to enter text for state funds. The related federal assistance program name and number is Click or tap here to enter text; Click or tap here to enter text. The state assistance program name and number is Click or tap here to enter text; Click or tap here to enter text.

LETTER OF AMENDMENT

Click or tap here to enter text.

Click or tap here to enter text. PA Click or tap here to enter text.

Re: Click or tap here to enter text.

Click or tap here to enter text.

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the total project costs from Click or tap here to enter text. to Click or tap here to enter text, as shown in the attached Exhibit "Click or tap here to enter text." This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above-referenced agreement. If you agree to the amendment, please indicate below by signing and noting your title where indicated. Please attach a resolution verifying your authorization to sign this letter of amendment.

IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.

Your response is required no later than Click or tap here to enter text.

On behalf of the above-named Local Project Sponsor, I agree to the amendment of the above-referenced agreement. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Signature: _____

Date: _____

Title: _____

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of Comptroller Operations signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

All Original Plan Sheets
Engineer's Pre-Bid Construction Cost Estimate

B. Bid Proposal and Specifications (to prospective bidders)
Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any)
Award of Contract
Anticipated Notice to Proceed Date
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Utilities
Specifications
General Contract Conditions

Attachments

Pre-bid Construction Schedule
Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

**GUIDELINES TO PREPARING
MUNICIPAL METHOD OF
MAINTENANCE OPERATION AND SERVICES**

1. The MUNICIPALITY must provide for the proper maintenance of all completed project(s) under its jurisdiction. To comply with this federal requirement, the MUNICIPALITY shall establish or maintain a functional traffic engineering unit throughout the design life of all projects.
2. A functional traffic engineering unit consists of, at a minimum:
 - (a) A competent and qualified traffic engineer; and
 - (b) A maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.
3. To be considered capable of effectively maintaining completed projects, the municipal maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:
 - (a) Repair and replace worn out or damaged signal equipment;
 - (b) Install new and replace damaged or obsolete traffic signs; and
 - (c) Install or replace paint and thermoplastic pavement markings.
4. The MUNICIPALITY should evaluate its present and proposed organizational charts to determine if the MUNICIPALITY is capable of providing a functional traffic engineering unit within its government. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers ("ITE"), and should be reviewed by MUNICIPALITY in evaluating their organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (*Uniform Vehicle Code and Model Traffic Ordinance*, published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.
5. If the MUNICIPALITY is unwilling or unable to provide the traffic engineering function from within its organization, the MUNICIPALITY has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

6. Functional Traffic Engineering Unit Method.

(a) In preparing to comply with this Exhibit, the MUNICIPALITY must select one of the following methods for providing a functional traffic engineering unit:

- (i) Municipal Traffic Engineer and Municipal Maintenance Staff;
- (ii) Contractual Traffic Engineer and Municipal Maintenance Staff;
- (iii) Contractual Traffic Engineer and Contractual Maintenance Staff; or
- (iv) Municipal Traffic Engineer and Contractual Maintenance Staff.

(b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:

(i) **Municipal Traffic Engineer:**

- (1) A brief description of educational background and work experience, including length of employment as Municipal Traffic Engineer;
- (2) A description of duties assigned and powers delegated to the Municipal Traffic Engineer under municipal ordinance; and
- (3) A municipal organizational chart showing the Traffic Engineer's position in the hierarchy of municipal government.

(ii) **Municipal Maintenance Staff:**

- (1) The number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;
- (2) A brief description of the organization of the staff, including the length of time that it has been in existence; and
- (3) A clear demonstration of the maintenance staff's ability to properly maintain and repair traffic signal equipment.

(iii) **Contractual Traffic Engineer.**

- (1) The MUNICIPALITY's assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and
- (2) It will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff:**

- (1) A brief description of the organization to be hired, including a history of its experience in this field; and
- (2) The MUNICIPALITY's assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit G

January 14, 2015

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
(c) the entities have a common proprietor or general partner.
 - b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
 - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 - d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
 - e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal,

state or local prosecuting or investigative agency and/or civilanti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for

inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

October 25, 2010

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.